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STORAGE

SUSSEX

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AGREEMENT BETWEEN  
THE TOWNSHIP COMMITTEE  
OF THE  
TOWNSHIP OF BYRAM Township

AND

THE BYRAM TOWNSHIP MUNICIPAL CLERICAL EMPLOYEES  
OF SUSSEX COUNTY COUNCIL #20 N.J.S.C.A.

X January 1, 1980 - December 31, 1981

AGREEMENT

Preamble

This Agreement made and entered into this       day of 1980, by and between THE TOWNSHIP OF BYRAM, a Municipal Corporation in the County of Sussex and the State of New Jersey, (hereinafter referred to as the TOWNSHIP) and THE BYRAM TOWNSHIP MUNICIPAL CLERICAL EMPLOYEES, Members of Sussex County Council #20, N.J.S.C.A.. (Hereinafter referred to as CLERICAL EMPLOYEES), is the final and complete understanding between the Township and the Clerical Employees on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Township and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

ARTICLE I. Recognition

Section 1. The Township hereby recognizes Civil Service Council #20 as the sole and exclusive representative of all full-time, <sup>regular</sup> part-time, classified, permanent and provisional clerical employees under this Agreement for the purpose of collective negotiations concerning salaries, hours of work and other conditions of employment in said negotiating unit, with the exception of the management clerical employees.

Section 2. Any clerical title established during the term of this agreement shall be discussed with the Clerical Employees.

Section 3. Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Clerical Employees in the above defined negotiating unit.

ARTICLE II. Savings Clause

Any provision of this Agreement found to be in violation of any existing or future local, state or national legislation shall be subject to re-negotiation by the parties to end of insuring that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.

ARTICLE III. Improvement of Benefits

In the event the Township should voluntarily grant major benefit improvements which normally would have uniform application among various groups of Township employees or should voluntarily grant improved insurance benefits to any other group of Township employees during the term of this Agreement, such benefits shall be granted on the same terms and conditions to employees covered by this Agreement without need for further negotiations.

ARTICLE IV. Part Time Employees

Part time employees must work a minimum of twenty (20) hours per week to be eligible for benefits. Employees working less than twenty (20) hours per week shall not receive any such benefits.

ARTICLE V. Hours of Work

The normal work week for full time employees shall consist of 40 hours, 8:30 to 4:30 or 9:00 to 5:00 including a 45 minute lunch. Any change in work hours will be discussed with the employees.

ARTICLE VI. Overtime

All employees shall be expected to complete their work in the time allotted for the normal working day.

Any employee scheduled by the department head, with the approval of the Township Administrator, in accordance with Township policy to work in excess of their regular work week shall be paid at the rate of straight compensatory time off for all hours worked in excess of

their regular work week. Employees scheduled to work a holiday shall be paid double time compensatory time for all hours worked.

Any employee "called out" shall receive two (2) hours minimum compensatory time.

All overtime and/or extra hours must be authorized by the Township Administrator and specifically scheduled by the department head.

The Township reserves the right to determine the amount of, or need for overtime.

#### ARTICLE VII. Management's Rights

In order to effectively administer the affairs of the Township Government and to properly serve the public, the Township hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by Law prior to the signing of this Agreement. Without limitations of the foregoing, management's prerogative include the following rights:

1. To manage and administer the affairs and operations of the Township.
2. To direct its working forces and operations.
3. To hire, promote and assign employees in accordance with the Law.
4. To demote, suspend, discharge, or otherwise take disciplinary action in accordance with Law and Civil Service Rules.
5. To promulgate reasonable rules and regulations, from time to time, which may affect the orderly and efficient administration of Township government.

The Township's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to Laws of New Jersey and of the United States.

Nothing contained in this Agreement shall operate to deny or restrict the Township in exercise of its rights, responsibilities and authority pursuant to the Laws of this state or of the United States.

#### ARTICLE VIII. Non-Discrimination

No employee shall be discharged or discriminated against because of age, race, creed, sex, color, ethnic background, political affiliation or Lawful Council activities.

#### ARTICLE IX. Adherence to Civil Service Rules

The Township and the Clerical Employees understand and agree that all rules promulgated by the New Jersey Department of Civil Service or superseded by PERC ruling concerning any matter whatever, not specifically covered in this Agreement, shall be binding upon both parties. Both parties have right to appeal said decisions.

#### ARTICLE X. Clerical Employees Rights

The Township agrees to make available to the Clerical Employees all appropriate information pursuant to the open Public Meeting Act, any such information which may be necessary for the Clerical Employees

to process any Grievance or complaint, or for negotiations purposes as per said Act.

#### ARTICLE XI. Negotiation Procedure

The parties agree to begin bargaining ninety (90) days prior to the termination of this Agreement, or sooner if possible, or in accordance with PERC schedule. It is the responsibility of the Clerical Association to notify the Township of its intent to negotiate a new contract in writing at such time.

#### ARTICLE XII. Grievance Procedure

##### Section 1: Definition

Grievance - A grievance is any alleged violation of terms and conditions of employment as set forth in this Agreement or any dispute with regard to the Agreement's meaning or application. The term grievance and the grievance procedure set forth herein may be a dispute between the parties (parties meaning the Township and the Clerical Employees) or any complaint by an employee as to any action or non-action taken towards them. Employees may also grieve administrative decisions that may effect their terms and conditions of employment.

##### Section 2: Purpose

The purpose of the grievance procedure is to secure equitable solution to the problems affecting employees arising under this Agreement, or a violation of a Civil Service Rule or Regulation.

The parties agree that disputes should be resolved at the lowest possible administrative level. Thus, the parties shall encourage the

informal resolution of disputes by discussion of complaints between an individual (with a representative if so desired) and her immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

### Section 3: Procedure

An aggrieved employee (representative) must file her grievance in writing with her immediate superior within ten (10) working days of the occurrence of the matter complained of, or within ten (10) working days after she would have reasonably been expected to know of its occurrence. The grievance shall state the date, those involved, the section of contract and the Civil Service rule aggrieved to. Failure to act within said time period shall constitute an abandonment of the grievance.

Step 1: Once timely filed, the aggrieved employee (representative) shall discuss the grievance with her immediate superior. If the grievance is not resolved satisfactorily or if no resolution is made within three (3) working days by the immediate superior, the employee (representative) must present her grievance to her department head in the event her immediate superior is not the department head. The procedure and the time limits for resolution at that level shall be the same as that discussed above for the immediate superior.

Step 2: In the event there is not a satisfactory resolution of the grievance at Step 1 or a decision rendered within the time provided, the aggrieved employee (representative) shall present her



grievance in writing to the Township Administrator within seven (7) working days after the response of the department head is due. Such statement shall set forth the reasons why the grievant contends the department head's decision is incorrect and shall specify the provision or provisions of this Agreement or Civil Service Rule alleged to be violated. The Township Administrator shall review the decision of the department head together with the statement submitted by the grievant and such other evidence as may be submitted, and shall respond to the grievant and/or (representative) within ten (10) working days.

Step 3: Should the grievant (representative) disagree with the decision of the Township Administrator, the grievant (representative) may, within seven (7) working days after the response of the Township Administrator is due, submit to the Township Committee by service upon the Township Administrator a statement in writing and signed as to the issue or issues in dispute. Such statement shall be filed along with:

1. Copy of the written grievance.
2. A statement of the results of prior discussions thereon.
3. A statement of the grievant's dissatisfaction with such results.

Where the grievant requests in writing a hearing before the Township Committee, a hearing shall be held. If the grievant in her appeal does not request a hearing, the Committee may consider the appeal on the written record submitted to it, or may on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested,

copies thereof shall be given to the aggrieved employee who shall have the right to reply thereto. The grievant shall be entitled to have a representative at a hearing if one is held.

The Committee shall make a determination within ten (10) working days after a hearing if one is held, or if not held, twenty (20) working days after the grievant submits the grievance to the Township Administrator. Such determination shall be given in writing to the aggrieved employee, and her representative, if there is one.

Step 4: In the event the grievance is not resolved at step 3 or a decision is not rendered by the Township Committee within the time provided above, the aggrieved employee may:

a. Where the grievance involves an alleged violation of rights specified in Civil Service Law and Rules for which a specific appeal to Civil Service is available, the individual may present her complaint to Civil Service directly, in lieu of pursuing the procedure herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and shall constitute an absolute waiver of the procedure not selected. The election will be made in writing on the grievance form.

b. If the grievant does not elect to submit the grievance to the Civil Service Commission and if the grievance involves an alleged violation of a specific term of this Agreement, the matter may be submitted to final and binding arbitration as provided in Rule 19:12-14 of the Rules and Regulations and Statement of procedure of the New Jersey Public Employment Relation Commission.

The Arbitrator selected in accordance with the procedure outlined above shall conduct a hearing within a reasonable time after designation by PERC. The arbitrator shall make his judgement based on the express terms of this Agreement, and shall not be authorized to add to or subtract from any of the terms of this Agreement. Expenses for the arbitrator shall be shared equally by the Township and the Clerical Employees.

Copies of the award of the arbitrator, made in accordance with his jurisdictional authorization as set forth above, shall be furnished to both parties within thirty (30) days of the hearing.

In the presentation of a grievance, an employee shall have the right to present her own appeal or to designate a representative to appear with her at any step in her appeal.

Whenever the employee appears with a representative, the Township shall have the right to designate a representative to appear at the step of the grievance procedure.

#### ARTICLE XIII. Council Representatives

The Council shall have the right to designate such members of the Council as it deems reasonably necessary as representatives and who shall not be discriminated against due to their legitimate activity. There shall be two representatives and one alternate.

#### ARTICLE IX. Pay Periods

All employees shall be paid on a bi-weekly basis. Pay day shall be every other Thursday for all employees. Pay periods shall run from

Monday through Sunday, ending the Sunday before pay day.

ARTICLE XV. Medical and other Benefits

Employees whose regular work week is at least twenty (20) hours or more are eligible for Blue Cross, Blue Shield, Rider J and Major Medical insurance. Coverage shall begin the tenth (10th) of the month after thirty (30) days of employment, providing that the proper application is completed and filed with the Township. The plan includes coverage for the employee and eligible immediate family members and shall be fully paid for by the Township.

Upon an employee's termination, insurance coverage will be discontinued the tenth (10th) of the month after thirty (30) days.

All rights, benefits, eligibility requirements, etc. shall be governed by the applicable policy of insurance. The Township retains the right to switch carriers or self-insure providing equitable benefits are maintained. The Township will discuss pending changes with the Association.

ARTICLE XVI. Holidays

The fourteen (14) legal holidays observed shall be:

New Year's Day	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veteran's Day
Primary Election Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Day before or after Christmas (Management's Decision)

When a holiday, as above, falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday,

it shall be observed on the following day, Monday.

Employees are required to work the day before and the day after a Holiday unless they are on approved leave time. If an employee is sick before or after said holidays, the Township may require a physician's note upon return to work.

A day's holiday pay shall be equal to their pay for a regular scheduled working day.

#### ARTICLE XVII. Vacations

All employees shall be granted vacation leave, based upon the following from date of hire.

First Year	- 1 day per month to end of calendar year
1 thru 4 years	- 12 days per year
5 thru 9 years	- 15 days per year
10 thru 17 years	- 18 days per year
18 years and over	- 23 days per year

An employee shall be allowed to carry over into the next year, and for one year only, one year's vacation allowance.

Employees on the payroll as of January 1 of any calendar year shall on that January 1st be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided however, that if the employees works less than twelve months in the calendar year, she is entitled to a pro rata share of such vacation entitlement. An employee who has used more vacation time than she is entitled to at the time of her severance shall have an amount equal to her daily rate at the time of severance deducted from her final pay for each

day of vacation the employee has used in excess of the number of days to which she is entitled.

An employee shall submit requests for vacation at least two (2) weeks in advance whenever possible. Vacation shall be scheduled on the basis of seniority, except in cases of emergency.

The department head shall attempt to schedule work insofar as possible, to preclude changes in the vacation scheduling.

Any employee whose service with the employer terminates, shall have unused earned vacation time paid to her or the employee's legal representative in the event of her death.

No vacation days shall be taken for less than one-half full day.

#### ARTICLE XVIII. Sick Leave

All employees shall be granted sick leave based upon the following from date of hire:

1 day per month in the first year or part thereof till January 1st.

15 days per calendar year thereafter

Sick leave may be taken on an hourly basis. All unused sick leave may be accumulated from year to year.

An employee, upon retiring, shall be paid for  $\frac{1}{2}$  of the unused sick leave she has accumulated. The employee shall be compensated for this accumulated time at her base rate of pay at date of retirement.

#### ARTICLE XIX. Personal Leave

All employees shall receive four (4) days personal leave per year. Such leave shall be accumulative from year to year.

ARTICLE XX. Bereavement Leave

All employees shall receive three (3) days leave in the event of the death of a spouse, child, parent, brother, sister or grandparents.

The three (3) days shall be consecutive days including weekends and holidays. The employee only being paid for actual working days. The employees shall be allowed three days per incident, such leave being separate and distinct from any other leave time. Reasonable proof of death may be required by the Township.

ARTICLE XXI. Mileage Allowance

Employees required to use personal vehicles in the pursuit of proper and necessary Township business will be reimbursed at the rate of 15¢ per mile.

ARTICLE XXII. Tuition Allowance

The Township agrees to appropriate monies to employees that are taking courses which are job related. Employee must secure advance permission from the Township Administrator. Employee must obtain proper certificate or minimum "C" grade to be eligible for payment of courses taken.

ARTICLE XXIII. Leave of Absence

The Township Committee may grant the privilege of a leave of absence without pay to an employee for a period not to exceed six (6) months at any one time, providing all vacation time earned has been

used first. Such leave may be renewed for an additional six (6) months by formal action of the Committee

During any leaves of absence, the employee shall be responsible for pension, contributory insurance and hospitalization coverage premiums.

#### ARTICLE XIV. Maternity Leave

An employee shall notify the department head of her pregnancy as soon as it is medically confirmed, but no later than the fourth (4th) month of pregnancy. A maternity leave shall be for a period of not more than one (1) year. (Two (2) consecutive six (6) month periods.) The employee may elect to return at an earlier date, provided the employee shall be deemed medically fit to resume her position. Such leave will be granted without pay.

#### ARTICLE XXV. Workmans Compensation

Employees entitled to receive Workman's Compensation Insurance shall be paid their regular pay for the first three (3) months after injury on the job without charges against their sick leave, vacation time, or personal leave. However, any Workman's Compensation Insurance payments received during this three (3) month period shall be turned over to the Township. The Township will consider extending this three (3) Month period upon review.

#### ARTICLE XXVI. Longevity

Each employee covered by this Agreement shall be paid in addition to the rates of pay set forth in this Agreement, a longevity increment



based upon years of service with the Township in accordance with the following schedule.

Beginning in 1981, after the fourth (4th) complete year of employment, unit employees shall be entitled to an additional .05¢/hour above their regular rate of pay for the fifth (5th) year of employment only. Said .05¢ shall be payable on employees' anniversary date of hire with the Township.

Beginning 1980, after the ninth (9th) complete year of employment, unit employees shall receive .10¢/hour above their regular rate of pay. Said .10¢/hour shall be paid during each year of employment thereafter, but shall not be compounded from year to year. Said .10¢ shall be payable on employees' anniversary date of hire with the Township.

#### ARTICLE XXVII. Salary and Wage

All members of the Clerical Association will receive hourly increases as per the following:

1980 - .45¢/hour

1981 - .45¢/hour

#### ARTICLE XXVII. Exclusivity of Association Representation

The Employer agrees that it will not enter into any contract or Agreement with anyone regarding terms and conditions of employment without written permission by the Clerical Association. This would include all jobs and titles worked by the Clerical Association in the Township of Byram. Termination of individual union status or title change shall not effect this clause.

ARTICLE XXIX. Fully Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Any Civil Service or PERC ruling shall be binding upon both parties.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. Both parties have the right to appeal such decisions.

ARTICLE XXX. Jury Duty

Each Association member shall be allowed leave with differential pay if required for jury duty. A written request for such leave shall be given to the Township Administrator at least two weeks in advance. Employees shall receive the difference between pay received for jury duty and the employee's wages for the leave period.

TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of the first day of January 1980 and shall remain in full force and effect through the thirty-first day of December, 1981. This Agreement shall remain in full force and effect after the termination date of this Agreement, unless either party gives notice in writing 90 days before the termination date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seal this day and year July 2, 1980

ATTEST:

TOWNSHIP OF BYRAM

Russell H. Gubler

BY [Signature]

ATTEST:

BYRAM TOWNSHIP MUNICIPAL  
CLERICAL EMPLOYEES, SUSSEX  
COUNTY COUNCIL #20 N.J.C.S.A.

Russell H. Gubler

BY Ruth E. Hendrickson

Patricia A. Erickson

Edward W. Sanders Pres

1980/81 CLERICAL ASSOCIATION AGREEMENT  
SALARY & WAGE ANALYSIS

NAME (Date of Hire)	1979		1980 (+.45¢=11.0%)		1981 (+.45¢=10.3%)		1982 BASE WAGE (Without Increases)
	WAGE	SALARY	WAGE	SALARY	WAGE	SALARY	
Milens, C. (5/1/68)	\$5.15	\$10,712.	\$5.60 (+.10 May)	\$11,648.	\$6.15 {+.10 May} {+.05 Jan.}	\$12,792.	\$6.30
Hart, B. (4/1/72)	\$4.61	\$ 9,588.	\$5.06	\$10,524.	\$5.51 {+.10 Apr} {+.05 Jan}	\$11,460.	\$5.66
Stadler, B. (1/1/73)	\$4.40	\$ 9,152.	\$4.85	\$10,088.	\$5.30 (+.05 Jan.)	\$11,024.	\$5.35
Erikson, B. (1/1/73)	\$4.40	\$ 9,152.	\$4.85	\$10,088.	\$5.30 (+.05 Jan.)	\$11,024.	\$5.35
Hendrikson, R. (8/4/76)	\$3.75	\$ 7,800.	\$4.20	\$ 8,736.	\$4.65 (+.05 Aug.)	\$ 9,672.	\$4.70
Cardin, J. (3/10/78)	\$3.60	\$ 7,488.	\$4.05	\$ 8,424.	\$4.50	\$ 9,360.	\$4.50
Betsy, K. (5/17/78)	\$3.30	\$ 6,864.	\$3.75	\$ 7,800.	\$4.20	\$ 8,736.	\$4.20
Johnson, M. (1690 hrs.) (6/18/79)	\$3.30	\$ 5,577.	\$3.75	\$ 6,337.	\$4.20	\$ 7,098.	\$4.20
Martin, E. (1300 hrs.) (6/22/77)	\$3.67	\$ 4,775.	\$4.12	\$ 5,356.	\$4.57 (+.05 June)	\$ 5,941.	\$4.62
TOTALS:		\$71,108.		\$79,001.		\$87,107.	